

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	File No. EB-05-IH-0986
CSSI Non-Profit Educational Broadcasting Corporation)	Acct. No.
)	FRN 0007682313
)	Facility ID Nos. 62041 89176 and 62040
Licensee of Noncommercial Educational Stations KSQX(FM), Springtown, Texas, KMQX (FM), Weatherford, Texas, and KYQX(FM), Weatherford, Texas)	

CONSENT DECREE

I. INTRODUCTION

1. This Consent Decree is entered into by the Enforcement Bureau of the Federal Communications Commission and CSSI Non-Profit Educational Broadcasting Corporation.

II. DEFINITIONS

2. For the Purposes of this Consent Decree, the following definitions will apply:
- a. "Stations" mean Stations KSQX(FM), Springtown, Texas (Facility ID No. 62041), KMQX(FM), Weatherford, Texas (Facility ID No. 89176), and KYQX(FM), Weatherford, Texas (Facility ID No. 62040);
 - b. "CSSI" refers to CSSI Non-Profit Educational Broadcasting Corporation and its successors and assigns;
 - c. "Non-Related Company" means a company or organization in which neither CSSI nor its principals, individually or collectively, are an officer, director, partner, member, manager or holder (directly or indirectly) of an ownership interest.
 - d. "Commission" or "FCC" means the Federal Communications Commission;
 - e. "Bureau" means the Enforcement Bureau of the Federal Communications Commission;
 - f. "Act" means the Communications Act of 1934, as amended, 47 U.S.C.

Section 151 *et seq.*;

- g. “Rules” means the Commission’s regulations set forth in Title 47 of the Code of Federal Regulations;
- h. “Adopting Order” means an order of the Bureau adopting this Consent Decree;
- i. “Effective Date” means the date on which the Adopting Order is released;
- j. “Consultant” means an outside professional adviser who is expert in underwriting regulations and issues and who is retained by the Licensee;
- k. “Investigation” means the investigation conducted by the Bureau regarding compliance by CSSI with the provisions of the Act and the Rules governing underwriting announcements by noncommercial educational broadcast stations in connection with its operation of the Stations during the period February through April 2005;
- l. “Parties” means the Bureau and CSSI;
- m. “Licenses” means all authorizations, permits and licenses issued by the Commission in connection with the operation of the Stations;
- n. “Licensee” means the holder of the Licenses;
- o. “Alleged Violations” means alleged violations of Section 399(b) of the Act and Section 73.503(d) of the Rules¹ by CSSI, as described in this Consent Decree; and
- p. “Underwriting Laws” means Section 399B of the Communications Act of 1934, 47 U.S.C. § 399b, and Section 73.503(d) of the Commission’s Rules, 47 C.F.R. § 73.503(d).

III. BACKGROUND

3. On or about September 6, 2005, the Bureau received a complaint alleging that the Stations had aired prohibited underwriting announcements during the period February through April 2005. The complaint resulted in the commencement of an investigation by the Bureau to determine whether certain underwriting announcements aired over the Stations by CSSI during that period violated Section 399B of the Act and Section 73.503(d) of the Commission’s Rules (the “Alleged Violations”), because they appeared to exceed the bounds of what is permissible and within licensee discretion under the Act and pertinent Commission precedent.²

¹ See 47 U.S.C. § 399b; 47 C.F.R. § 73.503.

² See *Xavier University*, Letter of Admonition, issued November 14, 1989 (Mass Med. Bur.), *recons. granted*,

4. CSSI and the Bureau acknowledge that any proceeding that might result from the Investigation will require the significant expenditure of public and private resources. In order to conserve such resources and to promote compliance by CSSI with the Act and the Rules, the Parties hereby enter into this Consent Decree in consideration of the mutual commitments made herein.

IV. AGREEMENT

5. CSSI agrees that the Bureau, by delegated authority of the Commission, has jurisdiction over the matters contained in this Consent Decree, and the authority to enter into and adopt this Consent Decree.

6. CSSI agrees to be legally bound by the terms and conditions of this Consent Decree. CSSI represents and warrants that its signatory is duly authorized to enter into this Consent Decree on its behalf.

7. The Parties agree that this Consent Decree will become effective on the Effective Date. Upon the Effective Date, the Adopting Order and this Consent Decree will have the same force and effect as any other order of the Bureau and any violation of the terms of this Consent Decree will constitute a separate violation of a Bureau order, entitling the Bureau to subject CSSI to enforcement action for such violation, as well as enforcement action with respect to the Violations.

8. CSSI admits, solely for the purpose of this Consent Decree and for FCC civil enforcement purposes, that the information contained in the Complaint could establish violation(s) of the Underwriting Laws. Notwithstanding any other provision of this Consent Decree, it is expressly agreed and understood that if this Consent Decree is breached by the Bureau, or is invalidated or modified to CSSI's prejudice by the Commission or by any court, then the provisions of the immediately-preceding sentence shall be of no force or effect whatever, and CSSI shall not, by virtue of that sentence or any other provision of this Consent Decree, be deemed to have made any admission concerning any announcements broadcast on the Station.

9. In consideration of the terms and conditions set forth herein, the Bureau agrees to terminate its Investigation. From and after the Effective Date, in the absence of material new evidence, the Bureau agrees that it will not use the Alleged Violations in any action against CSSI, provided that it satisfies all of its obligations under this Consent Decree. Nothing in this Consent Decree will prevent the Bureau from instituting or recommending to the Commission any new investigation or enforcement proceeding against CSSI in the event of any alleged future misconduct involving violation of this Consent Decree, or violation of the Act or the Rules.

10. CSSI agrees that within five (5) calendar days after the Effective Date, it will make a voluntary contribution to the United States Treasury in the amount of Three Thousand

Dollars (\$3,000.00). Such payment will be made without further protest or recourse, by check or similar instrument, payable to the order of the Federal Communications Commission. Such payment will include the NAL/Acct. No. and FRN No. referenced in the Adopting Order. Such payment by check or money order may be mailed to Federal Communications Commission, P.O. Box 358340, Pittsburgh, PA 15251-8340. Such payment by overnight mail may be sent to Mellon Bank /LB 358340, 500 Ross Street, Room 1540670, Pittsburgh, PA 15251. Such payment by wire transfer may be made to ABA Number 043000261, receiving bank Mellon Bank, and account number 9116229.

11. As a further condition to this agreement, CSSI will institute and follow the terms of a Compliance Plan within thirty (30) days of the Effective Date. The Plan will include, at a minimum, the following components:

a. CSSI will utilize a multi-level review procedure for underwriting content to be aired on the Station, and all scripts of announcements will be reviewed, prior to broadcast, for compliance with FCC underwriting rules and regulations. In addition to review by in-house personnel, CSSI will consult an outside consultant familiar with the Underwriting Laws and, if there is uncertainty as to the legality of an announcement, communications counsel shall be consulted. CSSI may contact the Commission staff for information regarding the propriety of the wording of a particular donor acknowledgment in the same manner as any member of the public might seek guidance. The purpose of such contact would be informational only and would not serve to insulate CSSI from liability and the Commission shall not be bound by any staff comments. However, the FCC may consider, in its sole discretion, such efforts as mitigation in the same manner that it might consider consultant consultation in the event a future violation of the Underwriting Laws is found.

b. CSSI will continue to conduct training on acceptable underwriting content for all station management and staff responsible for underwriting content. Included in that training will be information informally gathered from the FCC staff regarding what is appropriate under the Underwriting Laws. CSSI will include the training as a mandatory part of underwriting sales executive training and use the training for all new station employees involved in underwriting promptly after they commence their duties. CSSI will provide refresher training for staff and management at least once every twelve (12) months.

c. CSSI will educate prospective underwriting clients about appropriate underwriting content. To that end, underwriting account executives will be required to provide an overview of underwriting announcement guidelines to prospective clients before contracts are accepted.

12. CSSI agrees that any violation of this Consent Decree, including but not limited to a failure to make any of the payments required by Paragraph 10 hereof, will constitute a separate violation of a Commission order and subject it to appropriate administrative sanctions.

13. This Consent Decree will be binding on CSSI's transferees, successors and assigns, provided that in the event of an assignment or transfer of the Licenses to a Non-Related Company, only the obligations of Paragraph 10 will be binding on the assignee or transferee.

14. CSSI waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Order, provided the Order adopts the Consent Decree without change, addition or modification.

15. CSSI agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. Section 504 and 47 C.F.R. Section 1.1501 *et seq.*, relating to the matters discussed in this Consent Decree.

16. CSSI agrees that the effectiveness of this Consent Decree is expressly contingent upon issuance of the Order, provided the Order adopts the Consent Decree without change, addition or modification.

17. CSSI and the Bureau each agrees that if CSSI, the Commission or the United States on behalf of the Commission, brings a judicial action to enforce the terms of the Order adopting this Consent Decree, neither CSSI nor the Commission will contest the validity of the Consent Decree or Order, and CSSI will waive any statutory right to a trial *de novo* with respect to any matter upon which the Order is based (provided in each case that the Order is limited to adopting the Consent Decree without change, addition, or modification), and will consent to a judgment incorporating the terms of this Consent Decree.

18. CSSI and the Bureau agree that in the event that this Consent Decree is rendered invalid by any court of competent jurisdiction, it will become null and void and may not be used in any manner in any legal proceeding.

19. This Consent Decree may be signed in counterparts and/or by telecopy and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed by telecopy or by original signatures.

**ENFORCEMENT BUREAU
FEDERAL COMMUNICATIONS COMMISSION**

Kris Anne Monteith, Chief

Date

CSSI NON-PROFIT EDUCATIONAL BROADCASTING CORPORATION

Charles H. Beard, President

Date